

JAN 25 2007

FLIESLER
DUBB
MEYER &
LOVEJOY LLP

650 CALIFORNIA STREET, FOURTEENTH FLOOR
SAN FRANCISCO, CALIFORNIA 94108
TELEPHONE 415.362.3800
FACSIMILE 415.362.2928

TO: Exr. Thomas H. Stevens, Art Unit 2123

FAX NO.: (571) 273 3715

FROM: Karl Kenna

RE: MULTIPLE TEST BENCH OPTIMIZER
Application No. 09/843,573
Our Ref: CADE-1020US1

DATE: January 25, 2007 Total Pages : 30

If you do not receive all of the pages, please call Karl Kenna at 415.362.3800.

Dear Mr. Stevens - thank you for your telephone call and your continued assistance in this matter. Per your voicemail message, attached is a Petition to Correct Inventorship under 37 C.F.R. 1.48, for filing in the above-referenced case.

Please let me know if everything seems satisfactory, or if further information may be needed. The Issue Fee is due to be paid on or before 1/31/2007, so any assistance you can provide to resolve the issue is most appreciated.

Sincerely,



Karl Kenna

NOTICE: This facsimile is confidential and may be attorney-client privileged, work product, and/or otherwise exempt from disclosure under applicable law.

This facsimile is intended only for the addressee and those authorized by the addressee to receive it. Any use, dissemination, distribution or copying of this facsimile by any others is prohibited. Any others receiving this facsimile are requested to notify FLIESLER DUBB MEYER & LOVEJOY LLP immediately by telephone or fax and to return the original facsimile to FLIESLER DUBB MEYER & LOVEJOY LLP.

JAN 25 2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application	)	<u>PATENT APPLICATION</u>
Inventor(s):	Michael J. Demler, et al.)
Appl. No.:	09/843,573)
Filed:	April 26, 2001)
Title: MULTIPLE TEST BENCH OPTIMIZER	)	<u>Customer No. 23910</u>
)	

PETITION TO CORRECT INVENTORSHIP
UNDER 37 C.F.R. §1.48

Commissioner for Patents
Washington, D.C. 20231

Sir:

Applicants, through their undersigned agent, hereby petition the Commissioner to correct the names of the inventors in the above-identified application to include the names of **Donald A. Walters** and **Joseph Gregory Rollins**.

Inventors to be added:

Donald A. Walters
Joseph Gregory Rollins

The complete list of Inventors should read:

Michael J. Demler
Stephen Lim
Geoffrey Ellis
Donald A. Walters
Joseph Gregory Rollins

- 1 -

Attorney Docket No.: CADE-01020US1
kfk/cade/1020us1/cade.1020us1.petition.wpd

The prior identification of inventors was made in error though without deceptive intent on the part of the above-named omitted inventors as supported by the Statements submitted herewith.

A Declaration for Patent Application as required by 37 C.F.R. §1.63 executed by the actual inventors is also submitted herewith.

Also submitted herewith are copies of Assignments signed by each of the inventors, together with a Consent of Assignee signed by the appropriate Assignee consenting to correction of the named inventors in the patent application.

The Commissioner is authorized to charge the petition fee set forth in 37 C.F.R. §1.17(i), together with any underpayment or credit any overpayment associated with this communication to Deposit Account No. 06-1325. A duplicate copy of this authorization is enclosed.

Respectfully submitted,

Date: January 25, 2007

By: 
Karl Kenna
Reg. No. 45,445

FLIESLER MEYER LLP
650 California Street, 14th Floor
San Francisco, California 94108
Telephone (415) 362-3800

- 2 -

Attorney Docket No.: CADE-01020US1
kfk/cade/1020us1/cade.1020us1.petition.wpd

JAN 25 2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)	<u>PATENT APPLICATION</u>
)	
Inventor(s): Michael J. Demler, et al.	)	Art Unit: 2123
)	
Appl. No.: 09/843,573	)	Examiner: Unassigned
)	
Filed: April 26, 2001)	
)	
Title: MULTIPLE TEST BENCH	)	<u>Customer No. 23910</u>
OPTIMIZER)	

STATEMENT OF DONALD A. WALTERS IN SUPPORT OF
PETITION TO CORRECT INVENTORSHIP UNDER 37 C.F.R. §1.48(a)

I, DONALD A. WALTERS, declare that:

1. The inventive entity was set forth in error in the above-identified patent application on the Declaration for the patent application executed by Michael J. Demler, Stephen Lim, and Geoffrey Ellis on December 18-19, 2001 regarding the above-identified patent application (hereinafter "Erroneous Declaration").
2. I was not named as an inventor in the Erroneous Declaration.
3. I am an actual inventor in the above-identified patent application.
4. The error in not naming me on the Erroneous Declaration occurred without deceptive intent on my part.
5. I understand that this Statement will be filed in the United States Patent and Trademark Office in order to provide satisfactory evidence indicating the error in inventorship in the above-identified application did not involve deceptive intent on my part.

Date: March 27, 2002

By: 
Donald A. Walters

JAN 25 2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)	<u>PATENT APPLICATION</u>
Inventor(s):	Michael J. Demler, et al.)
Appl. No.:	09/843,573)
Filed:	April 26, 2001)
Title:	MULTIPLE TEST BENCH OPTIMIZER)
	)	<u>Customer No. 23910</u>

STATEMENT OF JOSEPH GREGORY ROLLINS IN SUPPORT OF
PETITION TO CORRECT INVENTORSHIP UNDER 37 C.F.R. §1.48(a)

I, JOSEPH GREGORY ROLLINS, declare that:

1. The inventive entity was set forth in error in the above-identified patent application on the Declaration for the patent application executed by Michael J. Demler, Stephen Lim, and Geoffrey Ellis on December 18-19, 2001 regarding the above-identified patent application (hereinafter "Erroneous Declaration").
2. I was not named as an inventor in the Erroneous Declaration.
3. I am an actual inventor in the above-identified patent application.
4. The error in not naming me on the Erroneous Declaration occurred without deceptive intent on my part.
5. I understand that this Statement will be filed in the United States Patent and Trademark Office in order to provide satisfactory evidence indicating the error in inventorship in the above-identified application did not involve deceptive intent on my part.

Date: 3/27/02

By: 
Joseph Gregory Rollins

JAN 25 2007

COPY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application	)	<u>PATENT APPLICATION</u>	
Inventor(s):	Michael J. Demler	)	Art Unit: 2123
	Stephen Lim)	
	Geoffrey Ellis)	
SC/Serial No.:	09/843,573	)	Examiner: Unknown
Filed:	April 26, 2001)	
Title: MULTIPLE TEST BENCH OPTIMIZER	)	<u>Customer No. 23910</u>	

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am the original, first and sole inventor (if one name is listed below), first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

MULTIPLE TEST BENCH OPTIMIZER

The specification of which (check applicable ones):

 is filed herewith;
X was filed with the above-identified "Filed" date and "SC/Serial No."
 was amended on (or amended through) .

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

(1) Full name of first joint inventor: Michael J. Demler

(1) Residence: 153 Zinfandel Circle,
Scotts Valley, California 95066

(1) Post Office Address: same as above

(1) Citizenship: United States

(1) Inventor's signature: *Michael J. Demler*

(1) Date: 12/18/01

(2) Full name of second joint inventor: Stephen Lim

(2) Residence: 195 Oak Creek Boulevard
Scotts Valley, California 95066

(2) Post Office Address: same as above

(2) Citizenship: Singapore

(2) Inventor's signature: *Geoffrey Ellis*

(2) Date: 12/19/01

(3) Full name of third joint inventor: Geoffrey Ellis

(3) Residence: 212 Germaine Avenue
Santa Cruz, California 95065

(3) Post Office Address: same as above

(3) Citizenship: United States

(3) Inventor's signature: *Geoffrey Ellis*

(3) Date: 12-18-2001

Title 37, Code of Federal Regulations, §1.56

SECTION 1.56. DUTY TO DISCLOSE INFORMATION MATERIAL TO PATENTABILITY

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98.* However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim potentially defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

- (i) Opposing an argument of unpatentability relied on by the Office; or
- (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

* §§1.97(b)-(d) and 1.98 relate to the timing and manner in which information is to be submitted to the Office.

JAN 25 2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application	)	<u>PATENT APPLICATION</u>
Inventor(s):	Michael J. Demler Stephen Lim Geoffrey Ellis Donald A. Walters Paul C. Foster Tina M. Najibi Joseph Gregory Rollins Wilfred Vance Konzle	) Art Unit: 2123 Examiner: Unknown
Appl. No.:	09/843,573)
Filed:	April 26, 2001)
Title:	MULTIPLE TEST BENCH OPTIMIZER	) <u>Customer No. 23910</u>

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am the original, first and sole inventor (if one name is listed below), first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

MULTIPLE TEST BENCH OPTIMIZER

the specification of which (check applicable ones):

is filed herewith;

was filed with the above-identified "Filed" date and "Appl. No."

was amended on (or amended through) _____

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Page 1

Attorney Docket No.: ANTR-01020US1
jlohr/antr/1020us1/1020us1.011.wpd

(1) Full name of first
joint inventor: Michael J. Demler

(1) Residence: 153 Zinfandel Circle,
Scotts Valley, California 95066

(1) Post Office Address: same as above

(1) Citizenship: United States

(1) Inventor's signature: _____

(1) Date: _____

(2) Full name of second
joint inventor: Stephen Lim

(2) Residence: 195 Oak Creek Boulevard
Scotts Valley, California 95066

(2) Post Office Address: same as above

(2) Citizenship: Singapore

(2) Inventor's signature: _____

(2) Date: _____

(3) Full name of third
joint inventor: Geoffrey Ellis

(3) Residence: 212 Germaine Avenue
Santa Cruz, California 95065

(3) Post Office Address: same as above

(3) Citizenship: United States

(3) Inventor's signature: _____

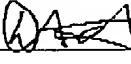
(3) Date: _____

(4) Full name of fourth
joint inventor: Donald A. Walters

(4) Residence: 273 Aptos Beach Drive
Aptos, California 95003

(4) Post Office Address: same as above

(4) Citizenship: United States

(4) Inventor's signature: 

(4) Date: March 27, 2002

(5) Full name of fifth
joint inventor: Paul C. Foster

(5) Residence: 12 Sterling Lane
Scotts Valley, California 95066

(5) Post Office Address: same as above

(5) Citizenship: United Kingdom

(5) Inventor's signature: 

(5) Date: MARCH 27, 2002

(6) Full name of sixth
joint inventor: Tina M. Najibi

(6) Residence: 1950 Dorrance Court
San Jose, California 95125

(6) Post Office Address: same as above

(6) Citizenship: United States

(6) Inventor's signature: 

(6) Date:

(7) Full name of seventh
joint inventor: Joseph Gregory Rollins

(7) Residence: 18170 Gloria Court
Los Gatos, California 95033

(7) Post Office Address: same as above

(7) Citizenship: United States

(7) Inventor's signature: Joe Rollins

(7) Date: March 21, 2002

(8) Full name of eighth
joint inventor: Wilfred Vance Kenzle

(8) Residence: 1221 Mountain Quail Circle
San Jose, California 95120

(8) Post Office Address: same as above

(8) Citizenship: United States

(8) Inventor's signature: _____

(8) Date: _____

Title 37, Code of Federal Regulations, §1.56

SECTION 1.56. DUTY TO DISCLOSE INFORMATION MATERIAL TO PATENTABILITY

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98.* However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

- (i) Opposing an argument of unpatentability relied on by the Office; or
- (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

* §§1.97(b)-(d) and 1.98 relate to the timing and manner in which information is to be submitted to the Office.

COPY

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Michael J. Demler
a resident of 153 Zinfandel Circle, Scotts Valley, California 95066; and

(2) Stephen Lim
a resident of 195 Oak Creek Boulevard, Scotts Valley, California 95066; and

(3) Geoffrey Ellis
a resident of 212 Germaine Avenue, Santa Cruz, California 95065

have invented certain new and useful improvements in:

MULTIPLE TEST BENCH OPTIMIZER

said application having Application Number 09/843,573 and filed on the 26th day of April 26, 2001, and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS Antrim Design Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 5550 Scotts Valley Drive, Suite 300, Scotts Valley, California 95066, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting

applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions, and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

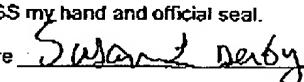
Date of Execution of Declaration for Patent Application: _____

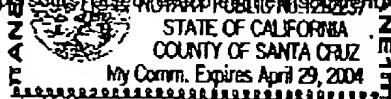
(1) 
Michael J. Demler

State of California
County of Santa Cruz

On Dec 18, 2001 before me, Susan L. Derby, Notary Public
(name and title of officer)
personally appeared Michael J. Demler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



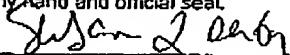
Date of Execution of Declaration for Patent Application: _____

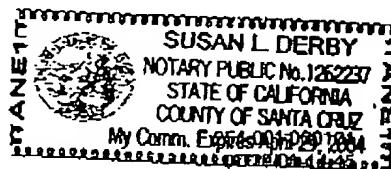
(2) 
Stephen Lim

State of California
County of Santa Cruz

On Dec 19, 2001 before me, Susan L. Derby, Notary Public
(name and title of officer)
personally appeared Stephen Lim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



Date of Execution of Declaration for Patent Application:

(3)

Geoffrey Ellis

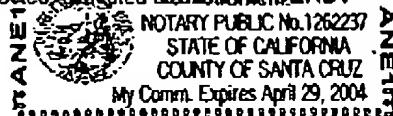
State of California County of Santa Cruz

On December 18, 2001 before me, Susan L Derby, Notary Public
(Name and title of officer)

personally appeared Geoffrey Ellis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, intended to confirm the same. **GEORGE DERBY**

WITNESS my hand and official seal.

Signature Susan L Derby



JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Michael J. Demler
a resident of 153 Zinfandel Circle, Scotts Valley, California 95066; and

(2) Stephen Lim
a resident of 195 Oak Creek Boulevard, Scotts Valley, California 95066; and

(3) Geoffrey Ellis
a resident of 212 Germaine Avenue, Santa Cruz, California 95065; and

(4) Donald A. Walters
a resident of 273 Aptos Beach Drive, Aptos, California 95003; and

(5) Paul C. Foster
a resident of 42 Sterling Lane, Scotts Valley, California 95066; and

(6) Fine M. Naiibi
a resident of 1950 Dorrance Court, San Jose, California 95125; and

(7) Joseph Gregory Rollins
a resident of 18170 Gloria Court, Los Gatos, California 95033; and

(8) Wilfred Vaneo Kenzle
a resident of 1221 Mountain Quail Circle, San Jose, California 95120.

have invented certain new and useful improvements in:

MULTIPLE TEST BENCH OPTIMIZER

said application having Application Number 09/843,573 and filed on the 26th day of April, 2001, and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS Antrim Design Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 5550 Scotts Valley Drive, Suite 300, Scotts Valley, California 95066, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and

any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee:

Date of Execution of Declaration for Patent Application: _____

(1) _____
Michael J. Demler

State of _____ }
County of _____ }

On _____ before me, _____
(name and title of officer)
personally appeared Michael J. Demler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(2) _____
Stephen Lim

State of _____)

County of _____)

On _____ before me, _____

personally appeared Stephen Lim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(3) _____
Geoffrey Ellis

State of _____)

County of _____)

On _____ before me, _____

personally appeared Geoffrey Ellis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(4) 

Donald A. Walters

State of _____ }
County of _____ }

On _____ before me, _____ (name and title of officer)

personally appeared Donald A. Walters, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(5) _____

Paul C. Foster

State of _____ }
County of _____ }

On _____ before me, _____ (name and title of officer)

personally appeared Paul C. Foster, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(6) _____

Tina M. Najibi

State of _____ }
County of _____ }

On _____ before me, _____ (name and title of officer)

personally appeared Tina M. Najibi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(7) 
Joseph Gregory Rollins

State of _____)

County of _____)

On _____ before me, _____ (name and title of officer)

personally appeared Joseph Gregory Rollins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Date of Execution of Declaration for Patent Application: _____

(8) 
Wilfred Vance Kenzle

State of _____)

County of _____)

On _____ before me, _____ (name and title of officer)

personally appeared Wilfred Vance Kenzle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

U.S. PATENT APPLICATION ASSIGNMENT

This U.S. Patent Application Assignment (this "Assignment") is made as of November 22, 2002 by Antrim Design Systems, Inc., a California corporation ("Assignor"), to Cadence Design Systems, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into a an Asset Purchase Agreement dated as of November 22, 2002 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to patent applications filed with the United States Patent and Trademark Office and set forth on Exhibit A hereto (the "Patent Applications").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patent Applications and any patents that may issue therefrom, including any foreign counterparts, divisions, continuations, or reissues of such patents, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for Damages by reason of past infringements of the Patent Applications, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said applications for Letters Patent and any patents to be obtained thereon, granted thereon is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of

Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

ANTRIM DESIGN SYSTEMS, INC.

By Richard G. Couch

Name: Richard G. Couch

Title: Chairman of the Board and CEO

[SIGNATURE PAGE TO ANTRIM DESIGN SYSTEMS, INC. U.S. PATENT APPLICATION ASSIGNMENT]

EXHIBIT A

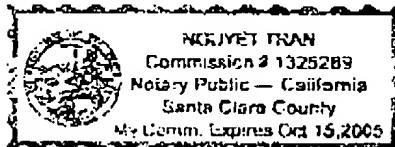
<u>Title</u>	<u>Application Date</u>	<u>Serial No.</u>
Multiple Test Bench Optimizer	April 26, 2001	09/843,573

Acknowledgment by Notary Public

State of California
County of Santa Clara

On this 21st day of November, 2002 before me, the undersigned Notary Public, personally appeared Richard G. Couch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:



Signature: Nguyet Tran

Name: NGUYET Tran, Notary Public

JAN 25 2007

IN THE UNITED STATES PATENTS AND TRADEMARK OFFICE

In re Application of:	)	<u>PATENT APPLICATION</u>
Inventor(s):	)	Michael J. Demler, et al. Art Unit: 2123
Appl. No.:	)	09/843,573 Examiner: Unassigned
Filed:	)	April 26, 2001
Title: MULTIPLE TEST BENCH OPTIMIZER	)	<u>Customer No. 23910</u>
)	

CONSENT OF ASSIGNEE TO CORRECTION
OF INVENTORSHIP UNDER 37 C.F.R. §1.48

The below-identified Assignee hereby consents to correction of the named inventors in the above-identified patent application as set forth in the accompanying petition which adds Donald A. Walters, Paul C. Foster, Tina M. Najibi, Joseph Gregory Rollins, and Wilfred Vance Kenzle as inventors.

The undersigned certifies that Assignee is the owner of a right, title and interest in the above-identified patent application by virtue of an assignment from the inventors to Assignee and that a true copy of the assignments are attached hereto.

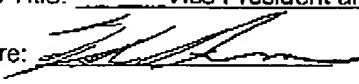
The assignment has been reviewed and to the best of the undersigned's knowledge and belief, title to the above-identified patent application is in the Assignee. The undersigned (whose title is supplied below) is empowered to sign this certification on behalf of the Assignee.

Assignee: Antrim Design Systems, Inc.

Assignee Type: Corporation

Signor's Name: Mark M. Brown

Signor's Title: Vice President and Chief Financial Officer

Signature:  Date: 3/29/07

RECEIVED
CENTRAL FAX CENTER

JAN 25 2007

IN THE UNITED STATES PATENTS AND TRADEMARK OFFICE

In re Application of:	)	<u>PATENT APPLICATION</u>
)	
Inventor(s): Michael J. Demler, et al.	)	Art Unit: 2123
)	
Appl. No.: 09/843,573	)	Examiner: Stevens, Thomas H
)	
Filed: April 26, 2001)	
)	
Title: MULTIPLE TEST BENCH OPTIMIZER	)	<u>Customer No. 23910</u>
)	

CONSENT OF ASSIGNEE TO CORRECTION
OF INVENTORSHIP UNDER 37 C.F.R. §1.48

The below-identified Assignee hereby consents to correction of the named inventors in the above-identified patent application as set forth in the accompanying petition which adds Donald A. Walters and Joseph Gregory Rollins as inventors.

The undersigned certifies that Assignee is the owner of a right, title and interest in the above-identified patent application by virtue of an assignment from the inventors to Assignee and that a true copy of the assignments are attached hereto.

The assignment has been reviewed and to the best of the undersigned's knowledge and belief, title to the above-identified patent application is in the Assignee. The undersigned (whose title is supplied below) is empowered to sign this certification on behalf of the Assignee.

Assignee: Cadence Design Systems, Inc.

Assignee Type: Corporation

Signor's Name: Michael J. Williams

Signor's Title: Vice President and Associate General Counsel

Signature: Michael J. Williams Date: 1-13-07

- 1 -

Attorney Docket No.: CAD0-01020US1
File Date: 1/10/2007 File Date: 1/10/2007.consentw pd